

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

Sep 06, 2017

SEAN F. McAVOY, CLERK

ORIGINAL

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

TERRY RUSSELL HUNT,

Defendant.

Case No. 2:16-CR-00207-RMP-1

Plea Agreement  
[Fed.R.Crim.P. Rule 11(c)(1)(C)]

Plaintiff, United States of America, by and through JOSEPH H.  
HARRINGTON, Acting United States Attorney, for the Eastern District of  
Washington, and Earl A. Hicks and George J. C. Jacobs, III, Assistant United States  
Attorneys for the Eastern District of Washington, and Defendant TERRY RUSSELL  
HUNT, and the Defendant's counsel, Richard Louis Bechtolt, Jr. agree to the  
following Plea Agreement:

1. Waiver of Venue, Guilty Plea and Maximum Statutory Penalties:

The Defendant, TERRY RUSSELL HUNT, agrees to waive venue in the  
Western District of Washington and agrees to plead guilty in the Eastern District of  
Washington to Counts One, Two, and Three of the Information filed on September 6,  
2017, charging Defendant with three (3) counts of Aiding and Abetting False Entries

1 By a Firearms Dealer, in violation of 18 U.S.C. §§ 922(m), 924(a)(3)(B) and 18  
2 U.S.C. § 2. The Defendant understands that the three (3) charges contained in the  
3 Information are Class A Misdemeanors. The Defendant also understands that the  
4 maximum statutory penalty for each count of Aiding and Abetting a False Entry By a  
5 Firearms Dealer, in violation of 18 U.S.C. §§ 922 (m), 924(a)(3)(B) and 18 U.S.C.  
6 § 2, is not more than one (1) year imprisonment; a fine not to exceed \$100,000; a  
7 term of supervised release of not more than 1 year; and a \$25.00 special penalty  
8 assessment. The Defendant understands that the Court can impose consecutive  
9 sentences.

10 The Defendant understands that a violation of a condition of supervised release  
11 carries an additional penalty of re-imprisonment for all or part of the term of  
12 supervised release without credit for time previously served on post-release  
13 supervision.

14 2. Fed.R.Crim.P. 11(c)(1)(C) Agreement:

15 The Defendant understands that this is a Plea Agreement pursuant to Fed.R.  
16 Crim.P. 11(c)(1)(C) and that the United States may withdraw from this Plea  
17 Agreement if the Court imposes a lesser sentence than agreed upon. The Defendant  
18 further understands that the Defendant will have the option to withdraw from this Plea  
19 Agreement if the Court imposes a sentence harsher than agreed upon.

20 3. The Court is Not a Party to the Agreement:

21 The Court is not a party to this Plea Agreement and may accept or reject this  
22 Plea Agreement. Sentencing is a matter that is solely within the discretion of the  
23 Court. The Defendant understands that the Court is under no obligation to accept any  
24 recommendations made by the United States and/or by the Defendant; that the Court  
25 will obtain an independent report and sentencing recommendation from the U.S.  
26 Probation Office; and that the Court may, in its discretion, impose any sentence it  
27 deems appropriate up to the statutory maximums stated in this Plea Agreement.

1 However, if the Court accepts this Plea Agreement under Fed.R.Crim.P. 11(c)(1)(C),  
2 the Court is bound by the terms contained herein.

3 4. Waiver of Constitutional Rights:

4 The Defendant understands that by entering his pleas of guilty the Defendant is  
5 knowingly and voluntarily waiving certain constitutional rights, including:

- 6 a) The right to a jury trial;
- 7 b) The right to see, hear and question the witnesses;
- 8 c) The right to remain silent at trial;
- 9 d) The right to testify at trial; and
- 10 e) The right to compel witnesses to testify.

11 While Defendant is waiving certain constitutional rights, the Defendant  
12 understands Defendant retains the right to be assisted through the sentencing and any  
13 direct appeal of the conviction and sentence by an attorney, who will be appointed at  
14 no cost if Defendant cannot afford to hire an attorney. The Defendant also  
15 acknowledges that any pretrial motions currently pending before the Court are waived.

16 5. Elements of the Offense:

17 The United States and Defendant agree that in order to convict the Defendant of  
18 Aiding and Abetting a False Entry By a Firearms Dealer in violation of 18 U.S.C. §§  
19 922(m), 924(a)(3)(B) and 18 U.S.C. § 2, as charged in Counts One, Two, and Three  
20 of the Information, the United States would have to prove beyond a reasonable doubt  
21 the following elements as to each Count:

- 22 (a). First, on or about March 25, 2013 [Count One], April 26, 2013  
23 [Count Two], August 9, 2013 [Count Three], the unnamed  
24 individual in Counts [One], [Two], [Three] had been issued  
25 Federal Firearms License x-xx-xxx-xx-xx-xxx52, which was  
26 issued by the ATF Licensing Section, under the trade name of xx  
27 Co., located in Olympia, Washington;

1 (b). Second, that on or about March 25, 2013 [Count One], April 26,  
2 2013 [Count Two], August 9, 2013 [Count Three] in the Western  
3 District of Washington, Defendant did knowingly aid, abet, induce  
4 and procure a licensed firearms dealer [as described in Counts  
5 One, Two, and Three], to make false entries about the actual buyer  
6 in records which the licensed firearms dealer was required to keep  
7 pursuant to section 923 of Chapter 44, Title 18, United States  
8 Code, and regulations enacted under that statutory authority, that  
9 is, those records (ATF Forms 4473) required to be completed and  
10 retained by Title 18, United States Code, Section 923(g)(1), in  
11 connection with the sale of the firearms described in [Counts One,  
12 Two, and Three]; and

13 (c). Third, that Defendant aided and abetted the federal firearms dealer  
14 in making the false entries and Defendant and the federal firearms  
15 dealer knew they were false.

16 6. Factual Basis and Statement of Facts:

17 The United States and Defendant stipulate and agree that the following facts are  
18 accurate; that the United States could prove these facts beyond a reasonable doubt at  
19 trial; and these facts constitute an adequate factual basis for Defendant's guilty pleas.  
20 This statement of facts does not preclude either party from presenting and arguing, for  
21 sentencing purposes, additional facts which are relevant to the guideline computation  
22 or sentencing, unless otherwise prohibited in this agreement.

23 In approximately November 2009, the Bureau of Alcohol, Tobacco, Firearms  
24 and Explosives ("ATF") initiated an investigation of TERRY RUSSELL HUNT,  
25 MARY ALICE HUNT, RUSSELL MELVIN HUNT and DEREK JON HUNT  
26 (hereinafter "Defendants") because ATF suspected they were engaged in the illegal  
27 sale of firearms at the Big Reno Gun Show (BRGS) at the Grand Sierra Resort in  
28 Reno, Nevada. The BRGS occurs three times a year, generally in the spring, summer

1 and fall. Each show lasts approximately three days. ATF's investigation revealed that  
2 Defendants routinely rented and operated a vendor booth at the BRGS and sold  
3 firearms. Defendants' booth was known as "Hunt Family Farms." They operated  
4 their booth at every BRGS through November 2015. At least two of the Defendants  
5 staffed the booth and sold firearms during each BRGS. ATF's investigation revealed  
6 that Defendants sold approximately 465 firearms, totaling approximately \$273,954 in  
7 sales, at the BRGS between June 2012 and November 2015. Defendants sold firearms  
8 (which they initially purchased in the State of Washington) from their booth at the  
9 BRGS. At the BRGS, Defendants routinely sold firearms to customers who were not  
10 Washington residents.

11 ATF's investigation revealed that Defendants, when purchasing firearms in  
12 Washington State, represented on ATF Forms 4473 that they were purchasing the  
13 firearms for themselves, however, Defendants' records seized by ATF show the same  
14 firearms were being sold at the BRGS. The Defendants also used a straw purchaser to  
15 acquire firearms inventory to sell at BRGS. The Defendants routinely used cash  
16 proceeds from BRGS firearm sales when purchasing firearms from a Federal Firearms  
17 Licensee (FFL).<sup>1</sup>

18 Federal law requires that an FFL complete and maintain an accurate ATF Form  
19 4473, Firearms Transaction Record, to document the transfer of firearm(s) to an  
20 unlicensed individual. The Form 4473 is completed by both the purchaser and the  
21 FFL and contains full identifying information concerning the purchaser, firearms, date  
22 of transfer, and FFL number. ATF has promulgated a regulation, codified at 27  
23 C.F.R. § 478.124, that governs the preparation and maintenance of Form 4473, which  
24 requires *inter alia*, the buyer to certify that he or she is the actual buyer of the firearm.  
25 The primary purpose of the Form 4473 is to determine the eligibility of the purchaser

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26  
27 <sup>1</sup> An FFL is any person, partnership, or business entity holding a valid license issued  
28 by ATF under the authority of 18 U.S.C. Chapter 44 that allows them, or their  
employees, to "engage in the business" of dealing firearms.



1 to legally acquire and possess firearms. An FFL must maintain a Form 4473 for at  
2 least 20 years.

3 A straw purchase occurs anytime an individual purchases a firearm for someone  
4 else, unless the purchase is a gift. Form 4473 notifies a buyer that purchasing a  
5 firearm for someone else (if it is not a gift) violates federal law. On the first page of  
6 the form, the buyer is asked: "Are you the actual transferee/buyer of the firearm ... ?"

7 The question is followed by a warning in bold print that states: "**You are not the  
8 actual buyer if you are acquiring the firearm(s) on behalf of another person.**"

9 The purchaser is also referred to the instructions for answering this question, which  
10 provides simple examples of permissible and impermissible purchases. Finally, the  
11 buyer's certification explicitly states that falsely answering "yes" to the actual buyer  
12 question is a crime punishable as a felony. The Form 4473, therefore, clearly  
13 indicates that a violation occurs even where the middle man acts on behalf of one who  
14 could lawfully purchase the firearm.

15 Purchases involving multiple sales of firearms at one time are recorded in one  
16 Form 4473. Form 4473 requires the purchaser of the firearm to certify that every  
17 answer is "true, correct, and complete." ATF Forms 4473 also contain the following  
18 statement immediately above where the purchaser signs their name: "I further  
19 understand that the repetitive purchase of firearms for the purpose of resale for  
20 livelihood and profit without a Federal firearms license is a violation of law (See  
21 instructions for question 16)."

22 On April 18, 2012, ATF Special Agent (SA) Heidi Wallace issued an ATF  
23 Cease and Desist Warning Letter to Defendant TERRY RUSSELL HUNT. The ATF  
24 Letter officially notified Defendant TERRY RUSSELL HUNT that his actions  
25 constituted dealing without a license and served as a warning to Defendant TERRY  
26 RUSSELL HUNT to refrain from the business of dealing in firearms until he sought  
27 and obtained an FFL through ATF. SA Wallace informed Defendant TERRY  
28 RUSSELL HUNT that Federal law permitted him to only sell firearms to someone

1 from his own state. Defendant TERRY RUSSELL HUNT stated that other  
2 Washington residents sell firearms at the BRGS and they sell to everyone. Defendant  
3 TERRY RUSSELL HUNT stated that he did not think it was his problem whether  
4 someone from California could have a gun or not, and that it was up to the purchaser  
5 to know what they can do. SA Wallace told Defendant TERRY RUSSELL HUNT  
6 that since he is from Washington State, he can only sell firearms to Washington  
7 residents. SA Wallace told Defendant TERRY RUSSELL HUNT that he was to  
8 refrain from selling firearms without a federal firearms license. SA Wallace told  
9 Defendant TERRY RUSSELL HUNT that repetitively using the proceeds from  
10 firearms sales to repetitively purchase additional firearms to sell was a violation of  
11 federal firearm laws. SA Wallace advised Defendant TERRY RUSSELL HUNT that  
12 ATF would assist him in obtaining a federal firearms license.

13 ATF's investigation revealed that on March 25, 2013, April 26, 2013, and  
14 August 9, 2013, Defendant TERRY RUSSELL HUNT recruited a straw purchaser  
15 (identified herein by the initials "D.H.") to purchase firearms from an FFL in  
16 Olympia, Washington so the Defendants would have inventory to sell at the  
17 Defendants' vendor booth at the BRGS. The firearms were purchased from "J.H."  
18 and "J.B.," who owned or operated a business identified herein as "C.A. Co.," and  
19 held FFL number x-xx-xxx-xx-xx-xxx52, that was issued by the ATF Licensing  
20 Section.

21 On March 25, 2013, April 26, 2013, and August 9, 2013, D.H. purchased these  
22 firearms from the FFL for the Defendants to sell at the BRGS: Smith & Wesson,  
23 Model 36, .38 SP, Revolver, bearing serial number ACH3992; Glock, Model 26,  
24 9mm, SN UPY937; Glock Model 23, .40 caliber, SN UKR876, Kimber, Model  
25 Compact, .45 caliber, bearing serial number KCO5513; Rock River Arms, AR-15,  
26 5.56mm, Rifle, bearing serial number LH104728; Rock River Arms, AR-15, 5.56mm,  
27 Rifle, bearing serial number LH104730; Savage, Model 42, .22LR/.410 gauge, Rifle,  
28 bearing serial number H856503; Mossberg, Model 464, .30-.30 Rifle, bearing serial

1 number LA040519; Kimber, Model CDP, .45 ACP caliber, bearing serial number  
2 K101568; Ruger, Modle LCP, .380 ACP caliber, Pistol, bearing serial number  
3 371145406; Smith & Wesson, Bodyguard, .380 caliber, Pistol, bearing serial number  
4 KAR3743; and Smith & Wesson, Bodyguard, .380 caliber, Pistol, bearing serial  
5 number KAR3698.

6 When ATF interviewed D.H. about these transactions, D.H. stated that  
7 Defendant TERRY RUSSELL HUNT told him he did not like to fill out the  
8 paperwork when purchasing firearms, so D.H. agreed to falsely represent that he was  
9 the true purchaser of the firearms on ATF Forms 4473. The straw purchases and false  
10 representations occurred in front of J.H. and J. B. who were required to maintain  
11 accurate records of the transactions. D.H. never took possession of the firearms and  
12 Defendant, TERRY RUSSELL HUNT, paid C.A. Co directly in cash for the firearms  
13 at the time D.H. filled out the ATF Form 4473 in the presence of J.H. and J.B. On  
14 some occasions, Defendant TERRY RUSSELL HUNT pre-ordered the firearms from  
15 the FFL even though D.H. was listed as the buyer. Defendant TERRY RUSSELL  
16 HUNT paid D.H. a fee for acting as a straw purchaser of firearms from C.A.Co. As a  
17 result, false and misleading entries were made in firearm transaction records required  
18 to be completed by and maintained by the FFL.

19 According to D.H., Defendant TERRY RUSSELL HUNT approached him  
20 approximately five to six times between 2012 and 2013 to act as a straw purchaser.  
21 D.H. reported he would accompany Defendant TERRY RUSSELL HUNT to C. A.  
22 Co. shortly before each BRGS. Defendant TERRY RUSSELL HUNT informed D.H.  
23 he would be taking the firearms purchased at C.A. Co. to sell at the BRGS at the Hunt  
24 Family Farms booth. It is important to note these straw purchases occurred after the  
25 April 18, 2012, ATF warning letter, which instructed Defendant TERRY RUSSELL  
26 HUNT to stop acting as a federal firearms licensed dealer.

27 On August 14, 2015, two ATF undercover agents (UC) contacted co-Defendant  
28 MARY ALICE HUNT at the Hunt Family Farm booth at the BRGS. Defendant



1 TERRY RUSSELL HUNT was present at the booth. During a conversation with the  
2 UC, co-Defendant MARY ALICE HUNT stated they were from the "State of  
3 Washington" and that it takes approximately thirteen (13) hours to get to Reno. Co-  
4 Defendant MARY ALICE HUNT stated they load all of the guns in the back of her  
5 "Yukon." A UC understood this to mean that the Defendants were involved in the  
6 loading, transport, unloading and set up at the Reno gun shows. Co-Defendant  
7 MARY ALICE HUNT observed two UCs checking their phones for firearms prices  
8 and co-Defendant MARY ALICE HUNT said "mine are out the door...no tax...no  
9 transfer fee...no papers." Co-Defendant MARY ALICE HUNT never checked the  
10 UC agents' identification or eligibility to possess firearms when she sold them two  
11 firearms. This undercover buy was audio- and video-recorded.

12 On November 13, 2015, three federal search warrants were executed at  
13 Defendants' residences. Agents recovered spreadsheets containing lists of firearms  
14 offered for sale at each "Reno Gun Show." The lists contained the initial of the  
15 Defendant who purchased the firearm, the make, model and serial number, the  
16 purchase and offering sales price, sold date, and actual sales price.

17 All the firearms D.H. straw purchased for Defendant TERRY RUSSELL  
18 HUNT were inaccurately reported by C.A. Co. in their records as having been  
19 purchased by D. H. when they were actually purchased by Defendant TERRY  
20 RUSSELL HUNT. Those firearms were illegally purchased in furtherance of the  
21 Defendants' conspiracy to illegally sell firearms without a federal firearms license at  
22 the BRGS. The United States submits based upon the facts outlined above that  
23 Defendants TERRY RUSSELL HUNT, MARY ALICE HUNT, RUSSELL MELVIN  
24 HUNT and DEREK JON HUNT, were involved in the conspiracy at the time these  
25 straw purchases occurred and at the time the false entries were made in records  
26 required to be completed by and maintained by the FFL.

1       7.     The United States Agrees:

2             (a.) Not to File Additional Charges:

3       The United States Attorney's Office for the Eastern District of Washington  
4       agrees not to bring any additional charges against Defendant based upon information  
5       in its possession at the time of this Plea Agreement and arising out of Defendant's  
6       conduct involving the charges contained in the Indictment under this cause number  
7       filed on December 20, 2016, unless Defendant breaches this Plea Agreement any time  
8       between his pleas of guilty and sentencing.

9             (b.) To Dismiss Indictment No. 2:16-CR-00207-RMP-1:

10       The Defendant understands and agrees that the United States will move to  
11       dismiss the Indictment filed against Defendant in Case No. 2:16-CR-00207-RMP-1  
12       after Defendant has been sentenced by the Court.

13       8.     United States Sentencing Guideline Calculations:

14       The Defendant understands and acknowledges that the United States Sentencing  
15       Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that the Court will  
16       determine the Defendant's applicable advisory sentencing guideline range at the time  
17       of sentencing.

18             a)     Base Offense Level:

19       The Defendant and the United States agree that the Defendant's base offense  
20       level is 6. U.S.S.G. § 2K2.1(a)(8).

21             b)     Specific Offense Characteristics:

22       The Defendant and the United States acknowledge that Defendant's base  
23       offense level may be increased two (2) levels or higher depending on the number of  
24       firearms involved in the offense. U.S.S.G. § 2K2.1(b)(1)(A)-(E).

25       The Defendant and the United States acknowledge that Defendant's base  
26       offense level may be increased four (4)-levels if the Defendant engaged in the  
27       trafficking of firearms. U.S.S.G. §2K2.1(b)(5).

1 The United States and the Defendant will not take any position on what the  
2 applicable advisory guidelines are until after the completion of the Pre- Sentence  
3 Investigation.

4 c) Acceptance of Responsibility:

5 If Defendant pleads guilty and demonstrates a recognition and an affirmative  
6 acceptance of personal responsibility for the criminal conduct; provides complete and  
7 accurate information during the sentencing process; does not commit any obstructive  
8 conduct; accepts this Plea Agreement; and enters a plea of guilty no later than  
9 September 6, 2017, the United States will recommend that Defendant receive a two  
10 (2) level downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.  
11 §3E1.1(a). If the Offense Level is 16 or greater, the United States will recommend an  
12 additional one (1) level reduction for acceptance of responsibility, pursuant to  
13 U.S.S.G. §3E1.1(b).

14 The Defendant and the United States agree that the United States may at its  
15 option and upon written notice to Defendant, not recommend a two (2) or three (3)  
16 level downward reduction for acceptance of responsibility if, prior to the imposition of  
17 sentence, Defendant is charged or convicted of any criminal offense that occurred  
18 after entry of the guilty pleas or Defendant tests positive for any controlled substance  
19 after entry of the guilty pleas.

20 Furthermore, Defendant agrees to pay the \$75.00 mandatory special penalty  
21 assessment to the Clerk of Court for the Eastern District of Washington, at or before  
22 sentencing, and shall provide a receipt from the Clerk to the United States before  
23 sentencing as proof of this payment, as a condition to this recommendation by the  
24 United States.

25 d) Criminal History:

26 The United States and the Defendant understand that the Defendant's criminal  
27 history computation is tentative and that ultimately the Defendant's criminal history  
28 category will be determined by the Court after review of the Presentence Investigative

1 Report. The United States and the Defendant have made no agreement and make no  
2 representations as to the criminal history category, which shall be determined after the  
3 Presentence Investigative Report is completed.

4 9). Probation:

5 The Defendant and the United States agree that a five (5) year period of  
6 probation with no jail time is an appropriate disposition of this case. Pursuant to  
7 Fed.R.Crim.P. 11(c)(1)(C), the United States will be recommending that the Court  
8 impose a sentence of five (5) years probation and the Defendant will be  
9 recommending that the Court impose a sentence of five (5) years probation.

10 If the Court rejects this Plea Agreement pursuant to Fed.R.Crim.P. 11(c)(5), the  
11 Defendant and the United States agree that they each may withdraw from this Plea  
12 Agreement. If the Defendant withdraws from this Plea Agreement, the Defendant  
13 may withdraw his pleas of guilty. If the United States withdraws from this Plea  
14 Agreement, the United States may prosecute the Defendant for any and all criminal  
15 conduct involving or relating to the underlying facts and circumstances of this case.

16 The United States and the Defendant also jointly recommend the following  
17 conditions of probation which are specifically agreed to by the Defendant:

18 (a). The Defendant agrees to not seek early termination of probation.

19 (b). The Defendant agrees to pay in full any fine imposed no later than  
20 six months prior to the termination of probation.

21 (c). The Defendant agrees to not sell or purchase any firearms during the  
22 period of probation.

23 (d). The Defendant agrees not to possess any firearms during the term of  
24 probation with the exception, that for personal safety, he may possess one handgun  
25 and one long rifle. The Defendant will identify the firearms he will possess during  
26 probation in writing by model type and serial number. The Defendant will provide  
27 this information to the United States Attorney's Office, the United States Probation  
28 Office and his attorney within two weeks of signing this plea agreement.

1 (e). The Defendant shall turn over all other firearms he may presently be  
2 in possession of to a third party custodian who does not reside in the same residence  
3 or is a codefendant in this case. The third party custodian must be able to lawfully  
4 possess firearms.

5 The Defendant understands that if after receiving an initial sentence of a five-  
6 year term of probation, the Defendant violates any condition of his probation during  
7 such term, and is re-sentenced pursuant to such violation, the Fed.R.Crm.P.  
8 11(c)(1)(C) agreement is null and void and the United States can recommend any term  
9 of imprisonment including consecutive terms. This would not be a basis for  
10 Defendant to withdraw his pleas of guilty.

11 10. Withdrawal from Plea Agreement:

12 Pursuant to this Fed.R.Crim.P. 11(c)(1)(C) Plea Agreement, the Defendant and  
13 the United States understand that, if the Court accepts this Plea Agreement, the Court  
14 is bound by the terms agreed upon by the parties. If the Court does not accept the plea  
15 or chooses not to sentence the Defendant in accordance with the terms the Defendant  
16 and the United States have agreed upon, the Defendant and the United States each  
17 may withdraw from the plea and this agreement is null and void.

18 11. Criminal Fine:

19 The United States and the Defendant jointly agree to recommend a fine of  
20 \$10,000.00 to be paid at no less than \$2,000 per year.

21 12. Mandatory Special Penalty Assessment:

22 The Defendant agrees to pay the \$75 mandatory special penalty assessment to  
23 the Clerk of Court for the Eastern District of Washington, at or before sentencing,  
24 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United  
25 States before sentencing as proof of this payment.

26 13. Abandonment / Return of Firearms:

27 The Defendant, TERRY RUSSELL HUNT, agrees to abandon any and all right,  
28 title and interest he has or may have in the firearms seized from his home during the



1 execution of a federal search warrant on December 2, 2015, to the United States. The  
2 firearms are more fully described on pages 13-14 (Numbers 56 thru 106) of the  
3 Indictment filed on December 20, 2016 under cause No. 2:16-CR-207-RMP.

4 The attorneys involved in the case will meet to review the firearms that were  
5 seized on or about November 13, 2015, and are more fully described on pages 11, 12,  
6 and 13 (Numbers 1-55) of the Indictment filed on December 20, 2016, under cause  
7 No. 2: 16-CR-207-RMP, in order to determine what firearms to return after reviewing  
8 the records presented in the case. If any of these firearms were offered for sale at any  
9 Reno Gun Show after April 18, 2012, the Defendant agrees they will be abandoned to  
10 the United States. Defendant agrees to sign any pleadings and forms as requested by  
11 the United States to effectuate the abandonment of the firearms to the United States.  
12 The United States agrees to return to a third party custodian acting on behalf of the  
13 Defendant, TERRY RUSSELL HUNT, any firearms that belong to him that were not  
14 previously offered for sale at any Reno Gun Show after April 18, 2012.

15 The Defendant hereby releases and forever discharges the United States of  
16 America, its officers, agents, employees, heirs successors, or assigns, including, but  
17 not limited to the Bureau of Alcohol, Tobacco, Firearms & Explosives, from any and  
18 all actions, causes of actions, suits, proceedings, debts, contracts, judgments, damages,  
19 claims, and/or demands whatsoever in law or equity, which Defendant, his heirs,  
20 successors, assigns ever had, now have, or may have in the future, arising in  
21 connection with the seizure, abandonment or return of any assets covered by this  
22 agreement. Defendant consents to the disposal of the abandoned assets without  
23 further notice.

24 14. Additional Violations of Law Can Void Plea Agreement:

25 The Defendant and the United States agree that the United States may at its  
26 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
27 or modify its recommendation for sentence if, prior to the imposition of sentence, the  
28

1 Defendant is charged or convicted of any criminal offense whatsoever or if the  
2 Defendant tests positive for any controlled substance.

3 15. Appeal Rights:

4 Defendant understands that he has a limited right to appeal or challenge the  
5 conviction and sentence imposed by the Court. Defendant hereby expressly waives  
6 his right to appeal his conviction and any sentence imposed by the Court.

7 Defendant further expressly waives his right to file any post-conviction motion  
8 attacking his conviction and sentence, including a motion pursuant to 28 U.S.C. §  
9 2255, except one based upon ineffective assistance of counsel based on information  
10 not now known by Defendant and which, in the exercise of due diligence, could not be  
11 known by Defendant by the time the Court imposes the sentence.

12 Should the Defendant successfully move to withdraw from this Plea Agreement  
13 or should the Defendant's convictions for Aiding and Abetting a False Entry By a  
14 Firearms Dealer be dismissed, set aside, vacated, or reversed, this Plea Agreement  
15 shall become null and void; the United States may pursue all the charges against  
16 Defendant in the Indictment filed on December 20, 2016 under cause No. 2:16-CR-  
17 207-RMP and the United States may prosecute the Defendant on all other available  
18 charges involving or arising from the illegal sale, receipt or possession of firearms.

19 16. Integration Clause:

20 The United States and the Defendant acknowledge that this document  
21 constitutes the entire Plea Agreement between the United States and the Defendant,  
22 and no other promises, agreements, or conditions exist between the United States and  
23 the Defendant concerning the resolution of the case. This Plea Agreement is binding  
24 only upon the United States Attorney's Office for the Eastern District of Washington,  
25 and cannot bind other federal, state or local authorities. The United States and the  
26 Defendant agree that this agreement cannot be modified except in a writing that is  
27 signed by the United States and the Defendant.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for  
the Eastern District of Washington.

JOSEPH H. HARRINGTON  
Acting United States Attorney



Earl A. Hicks  
Assistant U.S. Attorney

9/6/17  
Date



George J.C. Jacobs, III  
Assistant U.S. Attorney

9/6/17  
Date

I have read this Plea Agreement and have carefully reviewed and discussed every part of the agreement with my attorney. I understand and voluntarily enter into this Plea Agreement. Furthermore, I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement and no one has threatened or forced me in any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.



TERRY RUSSELL HUNT  
Defendant

9/6/17  
Date

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to

1 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
2 Court should not accept the Defendant's pleas of guilty.

3 Richard Louis Bechtolt, Jr.  
4 Richard Louis Bechtolt, Jr.  
5 Attorney for the Defendant  
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9/6/17  
Date